

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case

Date Filed

28-CA-104604

May 7, 2013

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1 EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

Chugach Management Service

b. Tel. No 505-853-1985

c. Cell No.

f. Fax No 505-846-7923

d. Address (Street, city, state, and ZIP code)

Chugach Management Services, JV
Kirtland Air Force Base, NMe. Employer Representative
Alice Kain

g. e-Mail

alice.kain.ctr@kirtland.af.mil

h. Number of workers employed
9i. Type of Establishment (factory, mine, wholesaler, etc.)
Plumbingj. Identify principal product or service
Government Services

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) _____ of the National Labor Relations Act and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2 Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Since about November 26, 2012, the Employer has failed to bargain collectively and in good faith with the International Union of Electrical Salaried Machine and Furniture Workers-CWA by refusing to bargain for an initial contract with a new certified bargaining unit.

3 Full name of party filing charge (if labor organization, give full name, including local name and number)

International Union of Electrical Salaried Machine and Furniture Workers-CWA

4a. Address (Street and number, city, state, and ZIP code)

P O. box 371764 Las Vegas, NV 89137

4b. Tel. No. 775-232-2843

4c. Cell No.

4d. Fax No. 702-776-6075

4e. e-Mail

ebenjamin@cwa-union.org

5 Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

International Union of Electrical Salaried Machine and Furniture Workers-CWA

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief

Tel. No 775-232-2843

Office if any, Cell No.

By 
(signature of representative of person making charge)Eric Benjamin International Rep
(Print type name and title or office, if any)

Fax No 702-776-6075

e-Mail

ebenjamin@cwa-union.org

Address P.O. Box 371764 Las Vegas, NV 89137

5/7/2013

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

CHUGACH MANAGEMENT SERVICES JV

Case 28-CA-104604

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING AND MAILING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. The Charged Party will copy and mail, at its own expense, a copy of the attached Notice to all current employees and former employees in the Unit who were employed at any time since November 7, 2012 at the Kirtland Air Force Base, Albuquerque, New Mexico. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the following allegations in the above-captioned case(s), and does not settle any other case(s) or matters.

1. The charge in this proceeding was filed by the Union on May 7, 2013, and a copy was served by regular mail on Respondent on May 8, 2013.

2. (a) At all material times, Respondent has been an Alaska joint venture with an office and place of business at the Kirtland Air Force Base in Albuquerque, New Mexico (Respondent's facility) and has been engaged in the business of providing base operations and facilities maintenance services pursuant to a contract with the United States Government

(b) In conducting its operations during the 12-month period ending May 7, 2013, Respondent purchased and received at Respondent's facility goods valued in excess of \$50,000 directly from points outside the State of New Mexico.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, (b) (6), (b) (7)(C) has held the position of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and has been a (b) (6), (b) (7)(C) of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

5. (a) The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time plumbers, Plumbing Shop pipe fitters, and Fuel Systems Mechanics employed by Respondent at its Kirtland Air Force Base, Albuquerque, New Mexico facility; excluding all carpenters, laborers, landscapers, operating engineers, diesel mechanics, janitors, clerical employees, HVAC Shop pipe fitters, guards and supervisors as defined by the Act.

(b) On October 9, 2012, the Board certified the Union as the exclusive collective-bargaining representative of the Unit.

(c) At all times since October 9, 2012, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

6. (a) Since October 29, 2012, the Union, in writing, has repeatedly requested that Respondent bargain collective with the Union as the exclusive collective-bargaining representative of the Unit.

(b) Since about November 7, 2012, Respondent has failed and refused bargain with the Union as the exclusive collective-bargaining representative of the Unit.

7. By the conduct described above in paragraph 6, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

8. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

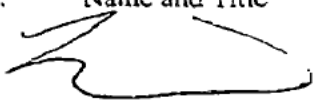
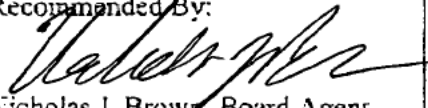
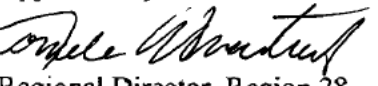
AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a complaint that will include the allegations spelled out above in the Scope of Agreement section. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that all of the allegations of the complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party CHUGACH MANAGEMENT SERVICES JV		Charging Party INTERNATIONAL UNION OF ELECTRICAL SALARIED MACHINE AND FURNITURE WORKERS CWA, AFL-CIO	
By: (b) (6), (b) (7)(C)	Date 21 June 2013	By: Name and Title 	Date 4/25/13
Recommended By:  Nicholas J. Brown, Board Agent	Date 6/26/13	Approved By:  Regional Director, Region 28	Date 6/26/13

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT, refuse to bargain in good faith with International Union of Electrical Salaried Machine and Furniture Workers – CWA, AFL-CIO, (Union) as the exclusive collective-bargaining representative of our employees in the following appropriate unit:

All full-time and regular part-time plumbers, Plumbing Shop pipe fitters, and Fuel Systems Mechanics employed by the Employer at its Kirtland Air Force Base, Albuquerque, New Mexico facility; excluding all carpenters, laborers, landscapers, operating engineers, diesel mechanics, janitors, clerical employees, HVAC Shop pipe fitters, guards and supervisors as defined by the Act.

WE WILL, upon request, bargain in good faith with the Union as the exclusive collective-bargain representative of our unit employees.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

CHUGACH MANAGEMENT SERVICES JV

(Employer)

(b) (6), (b) (7)(C)

Dated: 21-June 2013 By: _____

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

1600 N CENTRAL AVE
STE 1400
PHOENIX, AZ 85004-3019

Telephone: (602)640-2160
Hours of Operation: 8:15 a.m. to 4:45 p.m.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 28
2600 N CENTRAL AVE, STE 1400
PHOENIX, AZ 85004-3019

Agency Website: www.nlr.gov
Telephone: (602) 640-2160
Fax: (602) 640-2178

September 26, 2013

James McCanna, Counsel
Chugach Alaska Services Inc. (CASI) a/k/a
Chugach Electric Inc. a/k/a CMSI
3800 Centerpoint Drive, Suite 700
Anchorage, AK 99503-5801

Re: Chugach Management Service
Case 28-CA-104604

Dear Mr. McCanna:

The above-captioned case has been closed on compliance. However, this Office may institute further proceedings if subsequent violations occur.

Very truly yours,

/s/ Cornele A. Overstreet

Cornele A. Overstreet
Regional Director

cc: Alice Kain, Employer Representative
Chugach Management Service
Chugach Management Services JV
Kirtland Air Force Base, NM 87117

International Union of Electronic,
Electrical, Salaried, Machine And
Furniture Workers/Communications
Workers of America
PO Box 371764
Las Vegas, NV 89137-1764

CAO/MR/oa